



Commonwealth of Kentucky

SOLICITATION

TITLE: Statewide Diversity Study

DATE ISSUED 2006-09-22	SOLICITATION CLOSES Date: 2006-10-05 Time: 16:30:00	SOLICITATION NO. RFP 415 0600000373
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I S S U E D B Y	1024 Capital Ctr. Dr. FREDA DONALDSON	A D D R E S S T O	Please see the Terms and Conditions For Information on where to submit Your Bid/Proposal.
V E N D O R		R E M I T T O	

FOR INFORMATION CALL:
FREDA DONALDSON
502-573-1555

ONLINE BIDDING PROHIBITED
Yes

OWNERSHIP TYPE:
☐ Sole Proprietorship ☐ Partnership ☐ Corporation

SIGNATURE OF AUTHORIZED AGENT IS REQUIRED UNLESS RESPONSE IS SUBMITTED ELECTRONICALLY

FAILURE TO SIGN SHALL RENDER THE BID INVALID.

Signature X _____ FEIN# _____ DATE _____

All offers subject to all terms and conditions contained in this solicitation.

Line Items

Line Group: Professional Services

Line	CL Description	Due Date	Quantity	Unit Issue	Unit Cost	Line Total Or Contract Amt
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1 Design and conduct a statewide
diversity study

Comm Code	Comm Description	Manufacturer	Model #	Man Part #
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91800 CONSULTING SERVICES

Extended Description

The Council on Postsecondary Education (the Council) of the Commonwealth of Kentucky, on behalf of the public postsecondary institutions, requests proposals from qualified firms to serve as prime contractor to design and conduct a study that will provide the basis for a plan to realize the educational benefits of multi-factored diversity for Kentucky postsecondary education institutions.

The successful vendor will first identify the Commonwealth's and the Council's mission-based interest in achieving the educational, vocational, social, civic, and economic benefits of multi-factored student body diversity, and the legal requirements for a plan for coordinated action by Council and the public postsecondary education institutions to pursue those benefits. The vendor will develop information necessary to support a plan to be developed by Council and public postsecondary institutions and ensure, to the extent necessary, that the diversity plan meets the recent Supreme Court rulings in the Michigan cases, Grutter v. Bollinger and Gratz v. Bollinger, Kentucky and federal law.

B I L T O	435834	S H I P T O	
	COUNCIL ON POSTSECONDARY ED		
	1024 CAPITAL CENTER DR STE 320		
	FRANKFORT KY 40601 US		

Evaluation Criteria			
The following criteria will be used when determining the award of this solicitation			
Code	Criteria Description	Points	Vendor Response (DO NOT LIST PRICES IN THIS SECTION. UNIT PRICES AND TOTAL PRICES MUST BE FILLED IN ADJACENT TO THEIR LINE ITEMS.)

	Pricing	30
	Timeline/Schedule	15
	Methodology	35
	Asset Management Database Software/Support	5
	Qualifications/Relevant Experience	15

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Personal Service Contract Terms and Conditions

Whereas, the state agency has concluded that either state personnel are not available to perform said function, or it would not be feasible to utilize state personnel to perform said function; and whereas, the second party is available and qualified to perform such function, and whereas, for the hereinbefore-stated reasons, the state agency desires to avail itself of the services of the second party.

Invoices for fees:

The contractor shall maintain supporting documents to substantiate invoices and shall furnish same if required by state government.

Travel expenses, if authorized:

The contractor shall be paid for no travel expenses unless and except as specifically authorized by the specifications of the contract.

Other expenses, if authorized herein:

The contractor shall be reimbursed for no other expenses of any kind, unless and except as specifically authorized within the specifications of the contract.

If the reimbursement of such expenses is authorized, the reimbursement shall be only on an out-of-pocket basis. Request for payment of same shall be processed upon receipt from the contractor of valid, itemized statements submitted periodically for payment at the time any fees are due. The contractor shall maintain supporting documents that substantiate every claim for expenses and shall furnish same if requested by state government.

I. Invoicing for fee: the contractor's fee shall be original invoice(s) and shall be documented by the contractor. The invoice(s) must conform to the method described in the specifications of the contract.

II. Invoicing for travel expenses: the contractor must follow instructions described in the specifications of the contract. Either original or certified copies of receipts must be submitted for airline tickets, motel bills, restaurant charges, rental car charges, and any other miscellaneous expenses.

III. Invoicing for miscellaneous expenses: the contractor must follow Instructions prescribed in the specifications of the contract. Expenses submitted shall be documented by original or certified copies.

Effective date:

This agreement is not effective until the Secretary of the Finance and Administration Cabinet or his authorized designee has approved the contract and until the contract has been submitted to the Government Contract Review Committee.

Payments on personal service contracts and memoranda of agreement shall not be authorized for services rendered after Government Contract Review Committee disapproval, unless the decision of the committee is overridden by the Secretary of the Finance and Administration Cabinet or agency head, if the agency has been granted delegation authority by the Secretary.

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Social Security: (check one)

_____ the parties are cognizant that the state is not liable for social security contributions pursuant to 42 U.S. Code, Section 418, relative to the compensation of the second party for this contract.

_____ the parties are cognizant that the state is liable for social security contributions pursuant to 42 U.S. Code, Section 418, relative to the compensation of the second party for this contract

Cancellation:

The state agency shall have the right to terminate and cancel this agreement at any time not to exceed thirty (30) days' written notice served on the contractor by registered or certified mail.

Purchasing and specifications:

The contractor certifies that he will not attempt in any manner to influence any specifications to be restrictive in any way or respect nor will he attempt in any way to influence any purchasing of services, commodities or equipment by the Commonwealth of Kentucky. For the purpose of this paragraph and the following paragraph that pertains to conflict-of interest laws and principles, "he" is construed to mean "they" if more than one person is involved and if a firm, partnership, corporation, or other organization is involved, then "he" is construed to mean any person with an interest therein.

Conflict-of-interest laws and principles:

The contractor certifies that he is legally entitled to enter into this contract with the Commonwealth of Kentucky, and by holding and performing this contract will not be violating either any conflict of interest statute (KRS45A.330-45A.340, 45A.990, 164.390), or KRS 11A.040 of the executive branch code of ethics, relating to the employment of former public servants.

Choice of law and forum.

All questions as to the execution, validity, interpretation, construction and performance of this agreement shall be governed by the laws of the Commonwealth of Kentucky. Furthermore, the parties hereto agree that any legal action which is brought on the basis of this agreement shall be filed in the Franklin County Circuit Court of the Commonwealth of Kentucky.

Discrimination:

(because of race, religion, color, national origin, sex, age, or disability) prohibited. This section applies only to contracts utilizing federal funds, in whole or in part.

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex or age. The contractor further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The contractor agrees to provide, upon request, needed reasonable accommodations. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, age or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices

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setting forth the provisions of this non-discrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, age or disability.

3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

4. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.

5. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the secretary of labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in or as otherwise provided by law.

7. The contractor will include the provisions of paragraphs (1) through (7) of Section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Campaign finance.

The contractor certifies that neither he/she nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of this contract, has contributed more than the amount specified in KRS 121.056(2), to the campaign of the gubernatorial candidate elected at the election last preceding the date of this contract. The contractor further swears under the penalty of perjury, as provided by KRS 523.020, that neither he/she nor the company which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth, and that the award of a contract to him/her or the company which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

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Certification.

The state agency certifies that it is in compliance with the provisions of KRS 45A.695.

"access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract". The contractor, as defined in KRS 45A.030(7), agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this contract for the purpose of financial audit or program review. Furthermore, any books, documents, papers, records, or other evidence provided to the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, or the Legislative Research Commission which are directly pertinent to the contract shall be subject to public disclosure regardless of the proprietary nature of the information, unless specific information is identified and exempted and agreed to by the Secretary of the Finance and Administration Cabinet as meeting the provisions of KRS 61.878(1)(c) prior to the execution of the contract. The Secretary of the Finance and Administration Cabinet shall not restrict the public release of any information which would otherwise be subject to public release if a state government agency was providing the services.

Violation of tax and employment laws.

KRS 45A.485 requires the contractor to reveal to the Commonwealth, prior to the award of a contract, any final determination of a violation by the contractor within the previous five (5) year period of the provisions of KRS chapters 136, 139, 141, 337, 338, 341, and 342. These statutes relate to the state sales and use tax, corporate and utility tax, income tax, wages and hours laws, occupational safety and health laws, unemployment insurance laws, and workers compensation insurance laws, respectively.

To comply with the provisions of KRS 45A.485, the contractor shall report any such final determination(s) of violation(s) to the Commonwealth by providing the following information regarding the final determination(s): the KRS violated, the date of the final determination, and the state agency which issued the final determination.

KRS 45A.485 also provides that, for the duration of any contract, the contractor shall be in continuous compliance with the provisions of those statutes which apply to the contractor's operations, and that the contractor's failure to reveal a final determination as described above or failure to comply with the above statutes for the duration of the contract, shall be grounds for the Commonwealth's cancellation of the contract and the contractor's disqualification from eligibility for future state contracts for a period of two (2) years.

Contractor must check one:

- ☐ The contractor has not violated any of the provisions of the above statutes within the previous five (5) year period.
- ☐ The contractor has violated the provisions of one or more of the above statutes within the previous five (5) year period and has revealed such final determination(s) of violation(s). A list of such determination(s) is attached

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Request for Proposals (RFP)

Postsecondary Education Statewide Diversity Study

Statement of Intent and Purpose

The Council on Postsecondary Education (the Council) of the Commonwealth of Kentucky, on behalf of the public postsecondary institutions, requests proposals from qualified firms to serve as prime contractor to design and conduct a study that will provide the basis for a plan to realize the educational benefits of multi-factored diversity for Kentucky postsecondary education institutions.

The successful vendor will first identify the Commonwealth's and the Council's mission-based interest in achieving the educational, vocational, social, civic, and economic benefits of multi-factored student body diversity, and the legal requirements for a plan for coordinated action by Council and the public postsecondary education institutions to pursue those benefits. The vendor will develop information necessary to support a plan to be developed by Council and public postsecondary institutions and ensure, to the extent necessary, that the diversity plan meets the recent Supreme Court rulings in the Michigan cases, *Grutter v. Bollinger* and *Gratz v. Bollinger*, Kentucky and federal law.

Description of Issuer

The Council on Postsecondary Education coordinates change and improvements of postsecondary Kentucky, as directed by the *Kentucky Postsecondary Education Improvement Act of 1997* (KRS Chapter 164). It is also responsible for general planning and oversight of Kentucky's system of public postsecondary education: eight universities, the Kentucky Community and Technical College System, and the Kentucky Virtual University.

Public Postsecondary Education Institutions: State-supported institutions of postsecondary education in the Commonwealth are: Eastern Kentucky University, Kentucky Community and Technical College System, Kentucky State University, Morehead State University, Murray State University, Northern Kentucky University, University of Kentucky, University of Louisville, and Western Kentucky University.

Project Description

A single contract (encompassing all of public postsecondary education) will be issued by the Council on Postsecondary Education to design and conduct the diversity study. The project is

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intended to identify the requirements for a legally sufficient diversity plan that includes the Council and each public postsecondary education institution. The legal assessment should include recommendations on policies or changes in policy necessary at the Council and each public postsecondary education institution to ensure that Kentucky complies with the standards articulated by the Supreme Court in the Michigan cases, *Grutter and Gratz*, Kentucky and the federal law. Further, the report should clearly state the compelling state justification in diversity planning including the development of statistical and research-based information necessary to support such a determination. The statistical assessment should: (1) use comparable criteria to gather and analyze data, present clear findings, and make recommendations; (2) use a database approved by the Council on Postsecondary Education; and (3) be based on appropriate quantitative and qualitative data collection and analysis.

The Council has reserved \$200,000 for the study. Should vendor responses exceed the amount of funds available, the Council reserves the right to cancel this RFP and not enter into a contract, or to negotiate within the general scope of the study specific reductions in the work that is to be performed and the cost of that work.

Proposal Requirements

The proposal of each respondent shall address each of the items described in the sections below and also estimate the cost of the work.

Qualification and Relevant Experience

Team members shall be licensed or certified to practice their trade or profession in the Commonwealth of Kentucky.

1. Provide a brief history of your firm including characteristics unique to your organization that qualify your firm to serve as prime contractor.
2. Provide information regarding essential qualifications of the team proposed for the assignment including the job classifications that are important to conduct a successful statewide diversity assessment (include resumes along with an organization chart). Relevant experience must have occurred since 1998.
3. Provide a minimum of three references of the firm's experience, as applicable, with similar projects. Include names, addresses, and telephone numbers.

Assessment Objectives

1. Identify the mission-based governmental interest that the Commonwealth, the Council, and each public postsecondary education institution has in developing and implementing diversity plans, including a clear statement of the value of diversity and supporting facts that are sufficient to meet the requirements of the Michigan cases, Kentucky and federal law.

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2. Assess the extent to which race-neutral alternatives would be workable in implementing each component of a diversity plan.
3. To the extent that actions taken under a diversity plan may include the necessary use of race or national origin, articulate the policies and policy changes necessary to ensure that the diversity plan is narrowly tailored as required by the Supreme Court, Kentucky, and federal law.
4. Identify the appropriate characteristics for Kentucky's diversity plan, i.e., the areas to be evaluated, measured, and acted upon. Without being limited to these activities, the diversity plan should address the role of recruitment, admissions, financial aid, retention, support services, and integration of diversity values with academic, residential life, extracurricular activities, and other campus based programs. It should also address the role of Kentucky public postsecondary education in improving the K-12 public school system, closing achievement gaps among groups of students, increasing the development and graduation of highly qualified teachers for work in Kentucky schools, and improving the readiness of public school graduates for postsecondary education.

Scope of Work

1. Prepare baseline quantitative and qualitative data that will serve as the legal basis for diversity planning. At a minimum the vendor will develop sociological data, review current institutional policies in Kentucky and best practices in postsecondary education nationally, and determine how those policies contribute to a campus environment in which a diverse student population must co-exist and flourish. The vendor will also review educational and social science research, and clearly state with supporting documentation, the extent to which the ongoing achievement of multi-factored diversity is related to the fulfillment of the mission of each of Kentucky's public postsecondary education institutions, the Council, and the Commonwealth.
2. Identify the appropriate characteristics of a diversity plan for the Council and each Kentucky public postsecondary education institution in accordance with U. S. Supreme Court decisions, especially the 2003 Michigan decisions, Kentucky and federal law.
3. Identify the impact, and show how diversity within K-12 education and the performance of public schools influence postsecondary education (pipeline issues).
4. Identify and design alternative diversity enhancing programs and activities for the Council and each public postsecondary education institution that have proven successful and that are recommended for use within the Commonwealth.
5. Present the study findings and final report to the Council on Postsecondary Education and the Committee on Equal Opportunities.

Minimum action requirements

Respondents shall provide a detailed narrative describing the project approach, methodology, management, procedures and definitions, educational adequacy assessments, deliverables, and institutional implementation strategy. Minimum actions follow. Proposals that do not address these items will be disqualified.

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1. The vendor will develop and validate a single data collection protocol.
2. Describe the proposed review technique as per the standards established by the U. S. Supreme Court and all applicable Kentucky and federal statutes and regulations.
3. Discuss how the vendor will approach the concept of compelling interest in diversity, and, how that interest, as a feature, should be included in a diversity plan that includes coordinated efforts by Council and individual institutions in the public postsecondary education system.
4. Discuss the reliability of the proposed assessment methodology.
5. Use a database that meets industry standards and is approved by the Council on Postsecondary Education. The data, data analysis, reports, and recommendations from the statewide assessment shall be the property of the Commonwealth.
6. Use a single team to conduct the analysis. The vendor may offer an alternative approach.
7. Based on the assessment, the consultant will provide a report that includes an executive summary, general description of the study, identification and justification of the compelling interest(s), discussion of the benefits and how they are aligned with the missions of Council and each institution, description of the narrowly tailored features including a research-based analysis of race-neutral methods to achieve and maintain multi-factored campus diversity, how success is measured, how often the plan should be evaluated/updated, and suggested alternative accountability measures.
8. The proposal will include a schedule or process chart depicting project implementation including timelines. The vendor may propose a project schedule between six months to one year.

Pricing

1. The Council has reserved \$200,000 for project implementation.
2. Each respondent shall state a total project price.
3. The proposed price shall be stated using the following project elements: legal research/analysis, general research/analysis, surveys/interviews, and reimbursable expenses, including travel, printing, mileage, etc.

General Terms and Conditions

This RFP is available on the Council's website, www.cpe.ky.gov, and the state's website, <https://eprocurement.ky.gov>.

Disclosure/Certification Forms

Disclosure and certification forms (Attachment B) must be, notarized, and returned with your response. Failure to complete and submit will result in disqualification from the process.

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Reservation of Rights

The Commonwealth reserves the right to:

1. Reject any and all submissions with cause.
2. Waive minor irregularities in all procedures relative to the RFP.
3. Reject all submissions and seek new submissions when such procedure is reasonably in the best interest of the Commonwealth.
4. Make investigations regarding qualifications of any or all respondents as the Commonwealth deems necessary.
5. Request and receive such additional information as the Commonwealth may reasonably require. Failure to comply with such a request will result in disqualification.
6. Enter into direct negotiations with the successful vendor to more specifically construct the study elements based on the vendor's proposal.

Liability

The Commonwealth shall not be liable for:

1. Any cost incurred in the preparation of any submission of qualifications or proposal.
2. Any disclosure, whether by negligence or otherwise, of any material or information in any form submitted by any respondent to this RFP.

Proposals Only

This RFP solicits proposals only. Submission of a proposal in accordance with this RFP may or may not result in the award of a contract to perform the services requested. The postsecondary education system may, at its sole discretion, reject any and all proposals, seek clarification or request additional information pertinent to any proposal, or request that the vendors submit a best and final offer.

Because the Council has identified that a limited amount of funds are available, \$200,000, the Council reserves the right to work with vendors to reduce the amount of work to be done so as to bring the total cost within the allowable budget.

Questions

All questions concerning this RFP must be submitted by e-mail to cpe.diversity.rfp@ky.gov no later than 4:30 p.m. ET on Thursday, September 28, 2006. The Council will provide responses in the form of a "question and answer" document via its website and the state e-procurement website.

This procedure is the only one to be used by prospective bidders in seeking clarification or answers to questions about this RFP. Prospective bidders are cautioned that any direct contact with any employee at the Council regarding this RFP is inappropriate and is expressly prohibited.

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Submission of Proposals

Ten (10) copies of each submission of proposals and all related materials must be received by the following designee no later than 4:30 p.m. ET on Thursday, October 5, 2006.

Mr. Sherron Jackson
Assistant Vice President for Finance and Equal Opportunity
Council on Postsecondary Education
1024 Capital Center Drive, Suite 320
Frankfort, Kentucky 40601-8204

Proposals received after the stated deadline will not be accepted. It is not the responsibility of courier services to meet the deadline. It is the responsibility of the respondent. E-mail and fax copies will not be accepted for actual proposal submission.

Evaluation of Proposals

First Level Review

All proposals will first be read to determine whether or not they are responsive to the RFP. A determination of each vendor's eligibility will be made.

Second Level Review

An evaluation committee composed of representatives from the Council on Postsecondary Education and each of the nine public postsecondary institutions will review all eligible proposals and determine the value of each relative to the RFP and all other proposals that are under consideration at the second level of review.

The evaluation committee will assess the quality of the proposal, ability of the firm to accomplish the project within the stated time, experience, and the cost of the proposal. This level of review will identify a short list of up to three vendors "deemed best value." Criteria:

- | | |
|---|-----------|
| 1. Methodology | Points 35 |
| 2. Pricing | Points 30 |
| 3. Qualifications/Relevant Experience | Points 15 |
| 4. Timeline/Schedule | Points 15 |
| 5. Asset Management Database Software/Support | Points 5 |

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Best Value Defined: The determination of vendor will be a best value evaluation. The successful vendor may or may not be the lowest cost vendor. The successful vendor will be determined on the basis of which proposal, in the opinion of the evaluation committee, represents the best combination of value and service to the postsecondary education system.

Anticipated Timeline and Schedule:

- Last Date for Questions on RFP 4:30 p.m. ET, September 28, 2006
- Submission Deadline for RFP 4:30 p.m. ET, October 5, 2006
- Review and Identify Top Three Proposals After October 16, 2006
- Negotiate Contract with Successful Vendor October 31, 2006
- Issue Contract December 15, 2006
- Deliver Draft Report for Review/Comment November 1, 2007
- Final Product Delivered to Council/Institutions (25 copies) December 15, 2007

Vendors may propose an alternative time frame for product delivery that is less than one year.

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ATTACHMENT A

Commonwealth of Kentucky
Council on Postsecondary Education
Public Postsecondary Education Institutions
Pursuant to KRS 164

Eight universities and one community and technical college system with 65 campus sites make up the public system of postsecondary education in Kentucky. The state-supported institutions of postsecondary education in the Commonwealth and the fall 2005 enrollment are:

<u>Institution Name</u>	<u>Fall 2005 Enrollment</u>
Eastern Kentucky University	16,219
Kentucky Community and Technical College System	84,931
Kentucky State University	2,386
Morehead State University	9,062
Murray State University	10,274
Northern Kentucky University	14,025
University of Kentucky	26,439
University of Louisville	21,760
Western Kentucky University	18,645
Total Enrollment	203,741

More detailed enrollment information can be found at the following Web address:

<http://cpe.ky.gov/news/rfp/current.htm>

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ATTACHMENT B

REQUIRED AFFIDAVIT FOR BIDDERS OR OFFERORS

A. In accordance with the provisions of KRS 45A.110 and KRS 45A.115, each bidder or offeror shall swear or affirm under penalty of perjury that:

1. neither the bidder or offeror as defined in KRS 45A.070(6), nor the entity which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth of Kentucky, and
2. the award of a contract to the bidder or offeror or the entity which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

B. I also hereby swear and affirm under penalty of perjury that the entity bidding is properly authorized under the laws of the Commonwealth of Kentucky to conduct business in this state; is duly registered with the Kentucky Secretary of State to the extent required by Kentucky law; and will remain in good standing to do business in the Commonwealth of Kentucky for the duration of any contract awarded.

C. I hereby swear and affirm under penalty of perjury that the entity bidding is not delinquent on any state taxes or fees owed to the Commonwealth of Kentucky and will remain in good standing for the duration of any contract awarded.

I have fully informed myself regarding the accuracy of the statements made above.

SIGNATURE

Printed Name

Title

Date

Company Name _____

Address _____

Subscribed and sworn to before me by _____, _____
(Title) (Affiant)

of _____ this ____ day of _____, 20____.
(Company Name)

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Notary Public

[*seal of notary*]

My commission expires: _____

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ATTACHMENT C

Contact Information

Please complete this form and return it with your proposal. Thank you for your assistance in helping CPE to maintain an accurate record of contacts.

The current contact information is accurate and should be used for future mailings.

Title, first name, last name

Job title

Company name

Address (1)

Address (2)

City, State, Postal Code

E-mail address

Phone

Fax